



# सरकारी गजट, उत्तराखण्ड

उत्तराखण्ड सरकार द्वारा प्रकाशित

रुड़की

खण्ड-11] रुड़की, शनिवार, दिनांक 11 दिसम्बर, 2010 ई0 (अग्रहायण 20, 1932 शक सम्वत्) [संख्या-50

विषय-सूची

प्रत्येक भाग के पृष्ठ अलग-अलग दिये गए हैं, जिससे उनके अलग-अलग खण्ड बन सकें

विषय	पृष्ठ संख्या	वार्षिक चन्दा रु0
सम्पूर्ण गजट का मूल्य ...	—	3075
भाग 1-विज्ञप्ति-अवकाश, नियुक्ति, स्थान-नियुक्ति, स्थानान्तरण, अधिकार और दूसरे वैयक्तिक नोटिस ...	365-378	1500
भाग 1-क-नियम, कार्य-विधियां, आज्ञाएं, विज्ञप्तियां इत्यादि जिनको उत्तराखण्ड के राज्यपाल महोदय, विभिन्न विभागों के अध्यक्ष तथा राजस्व परिषद् ने जारी किया ...	295-315	1500
भाग 2-आज्ञाएं, विज्ञप्तियां, नियम और नियम विधान, जिनको केन्द्रीय सरकार और अन्य राज्यों की सरकारों ने जारी किया, हाई कोर्ट की विज्ञप्तियां, भारत सरकार के गजट और दूसरे राज्यों के गजटों के उद्धरण ...	—	975
भाग 3-स्वायत्त शासन विभाग का क्रोड़-पत्र, नगर प्रशासन, नोटीफाइड एरिया, टाउन एरिया एवं निर्वाचन (स्थानीय निकाय) तथा पंचायतीराज आदि के निदेश जिन्हें विभिन्न आयुक्तों अथवा जिलाधिकारियों ने जारी किया ...	—	975
भाग 4-निदेशक, शिक्षा विभाग, उत्तराखण्ड ...	—	975
भाग 5-एकाउन्टेन्ट जनरल, उत्तराखण्ड ...	—	975
भाग 6-बिल, जो भारतीय संसद में प्रस्तुत किए गए या प्रस्तुत किए जाने से पहले प्रकाशित किए गए तथा सिलेक्ट कमेटियों की रिपोर्ट ...	—	975
भाग 7-इलेक्शन कमीशन ऑफ इण्डिया की अनुविहित तथा अन्य निर्वाचन सम्बन्धी विज्ञप्तियां ...	—	975
भाग 8-सूचना एवं अन्य वैयक्तिक विज्ञापन आदि ...	—	975
स्टोर्स पर्चेज-स्टोर्स पर्चेज विभाग का क्रोड़-पत्र आदि ...	—	1425

## भाग 1

विज्ञप्ति-अवकाश, नियुक्ति, स्थान-नियुक्ति, स्थानान्तरण, अधिकार और दूसरे वैयक्तिक नोटिस

## वित्त अनुभाग-1

## अधिसूचना

दिनांक 01 दिसम्बर, 2010 ई०

संख्या 629/XXVII(1)/2010-विज्ञप्ति संख्या-799/XXVII(1)/2009, दिनांक 02 दिसम्बर, 2009 के अनुक्रम में श्री राज्यपाल महोदय तृतीय राज्य वित्त आयोग, उत्तराखण्ड एवं आयोग के अध्यक्ष श्री इन्दु कुमार पाण्डे का कार्यकाल दिनांक 02 दिसम्बर, 2010 से 30 जून, 2011 तक बढ़ाये जाने हेतु सहर्ष स्वीकृति प्रदान करते हैं।

आज्ञा से तथा राज्यपाल,

उत्तराखण्ड के नाम से

आलोक कुमार जैन,

प्रमुख सचिव, वित्त।

## विज्ञप्ति

दिनांक 01 दिसम्बर, 2010 ई०

संख्या 630/XXVII(1)/2010-वित्त अनुभाग-1 उत्तराखण्ड शासन की विज्ञप्ति सं०-598/XXVII(1)/2010, दिनांक 09 नवम्बर, 2010 के अनुक्रम में डॉ० बी०के० जोशी, सलाहकार, तृतीय राज्य वित्त आयोग, उत्तराखण्ड (पंचायती राज एवं स्थानीय निकाय) का कार्यकाल दिनांक 01 दिसम्बर, 2010 से 30 जून, 2011 तक बढ़ाये जाने हेतु श्री राज्यपाल सहर्ष स्वीकृति प्रदान करते हैं।

यह नियुक्ति बिना कारण बताये 30 जून, 2011 से पूर्व भी समाप्त की जा सकती है।

आज्ञा से,

आलोक कुमार जैन,

प्रमुख सचिव, वित्त।

## कार्मिक अनुभाग-1

## प्रोन्नति/विज्ञप्ति

दिनांक 23 नवम्बर, 2010 ई०

संख्या 1729/XXX-1-10-18(15)/2002 T.C.-शासकीय कार्य को सुचारु रूप से चलाने के दृष्टिगत जनहित में, निम्नलिखित तहसीलदार को कार्यभार ग्रहण करने की तिथि से डिप्टी कलेक्टर के पद वेतनमान रु० 15,600-39,100 ग्रेड वेतन रु० 5,400 (पूर्व वेतनमान रु० 8,000-13,500) में एक वर्ष के लिए स्थानापन्न रूप से प्रोन्नत किये जाने का निर्णय लिया गया है :-

क्र०सं०	नाम अधिकारी
01	श्री परमानन्द राम
02	श्री चन्दन सिंह डोबाल

2-उक्त पदोन्नति पूर्णतः अस्थायी है और नितांत काम चलाऊ व्यवस्था के अन्तर्गत की गयी है जो किसी पूर्व सूचना के कभी भी समाप्त की जा सकती है उपरोक्त अधिकारी प्रत्यावर्तन पर किसी क्षतिपूर्ति के अधिकारी नहीं होंगे।

3-उक्त अधिकारियों के तैनाती आदेश पृथक से निर्गत किये जायेंगे।

डी० के० कोटिया,

प्रमुख सचिव।

## औद्योगिक विकास अनुभाग-2

## अधिसूचना

दिनांक 09 सितम्बर, 2010 ई0

संख्या 2896 / VII-II-10 / 182-उद्योग / 2001-सूक्ष्म, लघु और मध्यम उद्यम विकास अधिनियम-2006 (अधिनियम संख्या 27, वर्ष 2006) की धारा 30 द्वारा प्रदत्त शक्ति का प्रयोग करके राज्यपाल अधिनियम के प्रयोजनों को कार्यान्वित करने के लिए निम्नलिखित नियमावली बनाते हैं :-

## उत्तराखण्ड राज्य सूक्ष्म तथा लघु उद्यम सुकरता परिषद् नियमावली, 2010

- |                           |    |   |
|---------------------------|----|---|
| संक्षिप्त नाम और प्रारम्भ | 1. | (1) इस नियमावली का संक्षिप्त नाम उत्तराखण्ड राज्य सूक्ष्म और लघु उद्यम सुकरता परिषद् नियमावली, 2010 है।<br><br>(2) यह तुरन्त प्रवृत्त होगी।<br>(3) इसका विस्तार सम्पूर्ण उत्तराखण्ड में होगा।   |
| परिभाषाएं                 | 2. | जब तक कि संदर्भ से अन्यथा अपेक्षित न हो, इस नियमावली में:-<br><br>(क) "अधिनियम" से सूक्ष्म, लघु और मध्यम उद्यम विकास अधिनियम, 2006 अभिप्रेत है;<br>(ख) "धारा" से अधिनियम की कोई धारा अभिप्रेत है;<br>(ग) "माध्यस्थम् और सुलह अधिनियम" से माध्यस्थम् और सुलह अधिनियम, 1996 (अधिनियम संख्या, 26 वर्ष 1996) अभिप्रेत है;<br>(घ) "परिषद्" से अधिनियम की धारा, 20 के अधीन उत्तराखण्ड सरकार द्वारा स्थापित सूक्ष्म और लघु उद्यम सुकरता परिषद् अभिप्रेत है;<br>(ङ) "संस्था" से किसी ऐसी संस्था या केन्द्र अभिप्रेत है, जो अधिनियम की धारा 18 की उपधारा (2) और (3) में निर्दिष्ट आनुकूलिक विवाद समाधान सेवा प्रदान कर रहा हो;<br>(च) "अध्यक्ष" से अधिनियम की धारा 21 की उपधारा (1) के खण्ड (एक) के अधीन नियुक्त परिषद् का अध्यक्ष अभिप्रेत है;<br>(छ) "सदस्य" से परिषद् का कोई सदस्य अभिप्रेत है;<br>(ज) "सरकार" से उत्तराखण्ड की राज्य सरकार अभिप्रेत है;<br>(झ) प्रयुक्त और अपरिभाषित किन्तु अधिनियम में परिभाषित शब्दों और पदों के वही अर्थ होंगे जो अधिनियम में उनके लिये दिये गये हैं; |

- (अ) नियमावली और अधिनियम में अपरिभाषित शब्दों और पदों के वही अर्थ होंगे, जो साधारण खण्ड अधिनियम में उनके लिये दिये गये हैं।

### नियुक्ति की रीति

सुकरीकरण परिषद् की संरचना एवं सदस्यों की नियुक्ति

3. (1) सूक्ष्म और लघु उद्यम सुकरीकरण परिषद् ऐसे तीन से अन्यून, किन्तु पाँच से अनाधिक सदस्यों से मिलकर बनेगी, जो निम्नलिखित प्रवर्गों में से नियुक्त किये जायेंगे, अर्थात्:-

- (i) यथास्थिति, लघु उद्योगों या सूक्ष्म, लघु और मध्यम उद्यमों का प्रशासनिक नियंत्रण रखने वाले राज्य सरकार के विभाग में उद्योग निदेशक, चाहे वह किसी भी नाम से ज्ञात हो, ऐसे अन्य अधिकारी, जो ऐसे निदेशक की पंक्ति से नीचे का न हो; और
- (ii) राज्य में सूक्ष्म या लघु उद्योग अथवा उद्यमों के संगमों के एक या अधिक पदाधिकारी या प्रतिनिधि; और
- (iii) सूक्ष्म या लघु उद्यमों को उधार देने वाले बैंकों और वित्तीय संस्थाओं के एक या अधिक प्रतिनिधि; या
- (iv) उद्योग, वित्त, विधि, व्यापार या वाणिज्य के क्षेत्र में विशेष ज्ञान रखने वाले एक या अधिक व्यक्ति।

- (2) अधिनियम की धारा-21 उपधारा (1) के खंड (i) के अधीन नियुक्त व्यक्ति सूक्ष्म और लघु उद्यम सुकरीकरण परिषद् का अध्यक्ष होगा।

- (3) (i) राज्य सरकार अधिनियम की धारा 21 की उपधारा (1) के खण्ड (दो)(तीन) या (चार) में विनिर्दिष्ट प्रतिनिधियों को परिषद् के सदस्य के रूप में नियुक्त करेगी;

- (ii) जब परिषद् के किसी सदस्य की मृत्यु हो जाय या उसके द्वारा त्याग-पत्र दे दिया जाय या यह समझा जाय कि उसने त्याग-पत्र दे दिया है या उसे पद से हटा दिया जाय या वह सदस्य के रूप में कार्य करने में असमर्थ हो जाय, तो राज्य सरकार राजपत्र में अधिसूचना द्वारा उस रिक्ति को भरने के लिए किसी व्यक्ति की नियुक्ति कर सकती है।

सदस्यों की पदावधि

4. (1) अध्यक्ष से भिन्न कोई सदस्य अपनी नियुक्ति के दिनांक से दो वर्ष से अनधिक अवधि तक पद धारण करेगा;
- (2) अधिनियम की धारा 21 की उपधारा (1) के खण्ड (दो)(तीन) या (चार) के अधीन नियुक्त कोई सदस्य परिषद् का सदस्य नहीं रह जायेगा यदि वह उस श्रेणी या हित का प्रतिनिधित्व नहीं करता है जिसमें से उसे इस प्रकार नियुक्त किया गया था;

- (3) परिषद् का कोई सदस्य सरकार को एक माह की लिखित रूप में सूचना देकर परिषद् से त्यागपत्र दे सकता है। किसी व्यक्ति के त्याग-पत्र को स्वीकार करने की शक्ति सरकार में निहित होगी।

किसी सदस्य का हटाया जाना 5.

सरकार किसी सदस्य को पद से हटा सकती है:-

- (1) यदि वह विकृत चित्त का हो और किसी सक्षम न्यायालय द्वारा इस प्रकार घोषित हो;
- (2) यदि वह शोधाक्षम या दिवालिया हो या अपने ऋणदाताओं के भुगतान को लम्बित रखता हो;
- (3) यदि वह किसी ऐसे अपराध के लिये दोषसिद्ध हो जो भारतीय दण्ड संहिता (अधिनियम संख्या 45 वर्ष 1860) के अधीन दण्डनीय हो; या
- (4) यदि वह अध्यक्ष से छुट्टी प्राप्त किये बिना परिषद् की तीन लगातार बैठकों से और किसी भी दशा में पांच लगातार बैठकों से अनुपस्थित रहा हो; या
- (5) उसने ऐसा वित्तीय या अन्य हित अर्जित किया हो जिससे, सरकार की राय में, सदस्य के रूप में उसके कृत्यों पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो।
- (6) यदि राज्य सरकार किसी भी नामित सदस्य के कार्यों से सन्तुष्ट न हो, तो एक माह का नोटिस देकर।

परिषद् के कृत्यों के निष्पादन में अपनायी जाने वाली प्रक्रिया 6.

परिषद् द्वारा अपने कृत्यों के निष्पादन में निम्नलिखित प्रक्रिया अपनायी जायेगी:-

- (1) परिषद् एक माह में कम से कम एक बार बैठक करेगी।
- (2) सामान्यतः किसी बैठक के लिये कम से कम सात दिन का नोटिस दिया जायेगा। किन्तु आत्याधिकता की दशा में इससे कम अवधि के नोटिस पर, जैसा अध्यक्ष पर्याप्त समझें, बैठक बुलाई जा सकती है।
- (3) माध्यस्थम और सुलह अधिनियम, 1996 की धारा 26 के निबन्धनों के अनुसार परिषद् एक या उससे अधिक विशेषज्ञों को नियुक्त कर सकती है।
- (4) परिषद् या विवाद का कोई पक्षकार परिषद् के अनुमोदन के साक्ष्य लेने में सहायता के लिये माध्यस्थम और सुलह अधिनियम, 1996 की धारा 27 के अधीन न्यायालय में आवेदन कर सकता है।

- (5) व्यथित सूक्ष्म या लघु उद्यम आपूर्तिकर्ता के संदर्भ/आवेदन में आपूर्तिकर्ता का पूरा विवरण और उसकी प्रास्थिति, आपूर्ति माल या सेवायें, आपूर्तिकर्ता और क्रेता के मध्य भुगतान की तय की गयी शर्तें, यदि कोई हों, दिनांक सहित प्राप्त किया गया वास्तविक भुगतान, देय धनराशि और अधिनियम की धारा 16 के अधीन सम्यक रूप से संगणित ब्याज, जो ऐसे शपथ-पत्र द्वारा समर्थित होगा, जिस पर आवश्यक न्यायालय शुल्क स्टाम्प के रूप में लगा होगा, का उल्लेख होगा। परिषद् का अध्यक्ष किसी याची से दावे का अग्रतर विवरण या दावे के समर्थन में किन्हीं ऐसे सुसंगत दस्तावेज जिन्हें वह कार्यवाही के प्रयोजन के लिये आवश्यक समझे, उपलब्ध कराने की अपेक्षा कर सकता है। यदि याची ऐसी संसूचना की प्राप्ति के पन्द्रह दिन के भीतर या ऐसे अग्रतर समय के भीतर जिसकी अध्यक्ष पर्याप्त कारण से अनुमति प्रदान करे, ऐसा करने में विफल रहता है या ऐसा नहीं करता है तो परिषद् याची के नया संदर्भ प्रस्तुत करने के अधिकार, यदि वह ऐसा करने का अन्यथा हकदार है, पर प्रतिकूल प्रभाव डाले बिना कार्यवाही को समाप्त कर सकता है।

याची संदर्भ की एक प्रति क्रेता या क्रेताओं को, जिनके विरुद्ध संदर्भ निर्देशित किया गया है साथ-साथ प्रेषित करेगा।

- (6) संदर्भ/आवेदन को, यदि उसे परिषद् के कार्यालय में प्रदान किया जाता है, तत्काल स्वीकार किया जायेगा। जहां संदर्भ/आवेदन रजिस्ट्रीकृत डाक द्वारा प्राप्त किया जाय, वहां उसकी रसीद उसी दिन स्वीकार की जायेगी। अध्यक्ष क्रेता से संदर्भ का विस्तृत उत्तर क्रेता द्वारा संदर्भ की प्राप्ति के दिनांक से पन्द्रह दिन के भीतर या पन्द्रह दिन से अनधिक ऐसे अग्रतर समय के भीतर जिसकी वह पर्याप्त कारण से अनुमति प्रदान करे, प्रस्तुत करवा सकता है।
- (7) अधिनियम की धारा 18 के अधीन किसी संदर्भ की प्राप्ति पर, परिषद् का अध्यक्ष संदर्भ और उक्त से संबंधित उनसे उत्तर का परीक्षण करायेगा और विलम्बित भुगतान को प्रथम दृष्टया मामला बनाने वाले संदर्भ से समाधान कर लेने के पश्चात् संदर्भ को परिषद् के समक्ष उसकी ठीक आगामी बैठक में विचार करने के लिये रखवाएगा। अध्यक्ष यह भी सुनिश्चित करायेगा कि परिषद् की अन्तिम पूर्ववर्ती बैठक के दिनांक के दो सप्ताह के भीतर प्राप्त प्रत्येक संदर्भ का

परीक्षण कर लिया जाय और यदि उसे नियमानुसार पाया जाए तो उसे परिषद् के विचार के लिये उसकी ठीक अगली बैठक में रखा जाय।

- (8) परिषद् अपने समक्ष रखे गये प्रत्येक संदर्भ में या तो स्वयं सुलह करवाएगा या आनुकल्पिक विवाद समाधान सेवाएं प्रदान कर रही किसी ऐसी संस्था या केन्द्र की सहायता सुलह कराने के लिये ऐसी संस्था या केन्द्र को संदर्भित करके प्राप्त कर सकती है। माध्यस्थम और सुलह अधिनियम, 1996 की धारा 65 से 81 तक के उपबन्ध ऐसे संदर्भ पर लागू होंगे मानो सुलह उक्त अधिनियम के भाग-3 के अधीन प्रारम्भ की गई हो।
- (9) परिषद् या संस्था, जिसे उसे सुलह के लिये संदर्भित किया गया है, सम्बन्धित आपूर्तिकर्ता या क्रेता से इस निमित्त दोनों पक्षकारों को नोटिस जारी करके अपने समक्ष उपस्थित होने की अपेक्षा करेगी। दोनों पक्षकारों के उपस्थित हो जाने पर परिषद् या संस्था पहले क्रेता और प्रदायक के मध्य सुलह कराने का प्रयास करेगी संस्था परिषद् के समक्ष अपनी रिपोर्ट परिषद् से संदर्भ की प्राप्ति के दिनांक से पन्द्रह दिन के भीतर या ऐसी अवधि के भीतर जैसा परिषद् विनिर्दिष्ट करे, प्रस्तुत करेगी।
- (10) जब ऐसी सुलह से विवादों का निपटारा न हो तो परिषद् माध्यस्थम और सुलह अधिनियम, 1996 के उपबन्धों के अनुसार विवाद के अन्तिम निपटारों के लिये या तो स्वयं माध्यस्थम के रूप में कार्य करेगी या उसे ऐसे माध्यस्थम के लिये किसी संस्था को निर्दिष्ट करेगा। आपूर्तिकर्ता या क्रेता माध्यस्थम कार्यवाही के दौरान अपने मामले को वैयक्तिक रूप से या किसी न्यायालय में पंजीकृत अपने वकील के माध्यम से परिषद् या संस्था के समक्ष प्रस्तुत करेगा। संस्था अपनी रिपोर्ट परिषद् के समक्ष ऐसे समय के भीतर प्रस्तुत करेगी जैसा परिषद् नियत करे।
- (11) परिषद् का कोई विनिश्चय परिषद् की बैठक में उपस्थित उसके सदस्यों के बहुमत द्वारा किया जायेगा। परिषद् की बैठकों की गणपूर्ति अध्यक्ष और कम से कम दो सदस्यों द्वारा होगी।
- (12) परिषद् माध्यस्थम और सुलह अधिनियम, 1996 की धारा 31 के अनुसार एवं अधिनियम की धारा 18 की उपधारा (5) में विनिर्दिष्ट समय के भीतर एक माध्यस्थम पंचाट प्रदान करेगा। पंचाट को प्रवृत्त सुसंगत विधि के अनुसार स्टाम्पित किया जायेगा।

पंचाट की प्रतियां किसी आवेदन के दाखिल किये जाने के सात दिन के भीतर उपलब्ध करायी जायेंगी।

- (13) अधिनियम की धारा 15 से 23 तक के उपबन्ध तत्समय प्रवृत्त किसी अन्य विधि में अन्तर्विष्ट उससे असंगत किसी बात के होते हुये भी प्रभावी रहेंगे।
- (14) अध्यक्ष या अध्यक्ष द्वारा प्राधिकृत कोई अन्य प्राधिकारी परिषद् की प्रत्येक बैठक की कार्यवाहियां, परिषद् की वार्षिक प्रगति रिपोर्ट के साथ अधिनियम की धारा 7 की उपधारा (3) के अधीन गठित सलाहाकार समिति के सदस्य-सचिव के पास भेजेगा।

आज्ञा से,

एस० राजू  
प्रमुख सचिव।



In pursuance of the provisions of clause (3) of Article 348 of the constitution, the Governor is pleased to order the publication of the following English translation of notification no. **2896/VII-II-10/182-Udhyog/2001**, dated September 09, 2010.

## NOTIFICATION

September 09, 2010

**2896/VII-II-10/182-Udhyog/2001**-In exercise of the powers conferred by section 30 of the Micro, Small and Medium Enterprises Development Act, 2006 (Act no. 27 of 2006), for the purpose of implementing the provisions of the Act, the Governor is pleased to make the following rules, namely :--

### THE UTTARAKHAND STATE MICRO AND SMALL ENTERPRISES FACILITATION COUNCIL RULES, 2010

**Short title and commencement** 1. (1) These rules may be called the Uttarakhand State Micro and Small Enterprises Facilitation Council Rules, 2010

(2) They shall come into force with immediate effect.

(3) They shall extend to the whole of Uttarakhand

**Definitions:** 2. In these rules, unless the context otherwise requires-

(a) "Act" means the Micro, Small and Medium Enterprises Development Act, 2006 (Act. no. 27 of 2006);

(b) "Section" means a section of the Act;

(c) "Arbitration and Conciliation Act" means the Arbitration and Conciliation Act, 1996 (Act no. 26 of 1996);

(d) "Council" means the Micro and Small Enterprises Facilitation Council, established by the Government of Uttarakhand under section 20 of the Act.

(e) "Institute" means any institution or centre providing alternative dispute resolution services referred to in sub-section (2) and (3) of section 18 of the Act;

(f) "Chairperson" means the Chairperson of the Council appointed under clause (i) of sub-section (1) of section 21 of the Act,

(g) "Member" means a member of the Council;

- (h) "Government" means the State Government of Uttarakhand
- (i) The words and expressions used and not defined, but defined in the Act shall have the meanings assigned to them in the Act.
- (j) The words and expressions not defined in the rules and Act shall have the meaning assigned to them in General Clauses Act.
- Constitution of the Facilitation Council & Appointment of members**
3. (1) The Micro and Small Enterprise Facilitation Council shall consist of not less than three but not more than Five members to be appointed from amongst the following categories, namely:-
- i Director of Industries, by whatever name called or any other officer not below the rank of such Director, in the Department of the State Government having administrative control of the Small Scale Industries, or as the case may be, Micro, Small and Medium Enterprise; and
  - ii One or more office-bearers or representatives of associations of micro or small industry or enterprises in the state; and
  - iii One or more representatives of bank and financial institutions lending or micro or small enterprises; or
  - iv One or more persons having special knowledge in the field of industry, finance, law, trade and commerce.
- (2) The person appointed under clause (i) of sub-section (1) shall be the chairperson of the Micro and Small Enterprise Facilitation Council.
- (3) (i) The Government shall appoint the representatives, specified in clauses (ii), (iii) or (iv) of sub-section (1) of section 21 of the Act, as members of the Council.
- (ii) When a member of the Council dies or resigns or is deemed to have resigned or is removed from office or becomes incapable of acting as a member, the Government may by notification in the Gazette appoint a person to fill that vacancy,

- Term of office of members** 4 (i) A member, other than the Chairperson, shall hold office for a period not exceeding two years from the date of his appointment.
- (ii) A member appointed under clauses (ii), (iii) and (iv) of sub-section (1) of section 21 of the Act shall cease to be a member of the Council if he ceases to represent the category or interest from which he was so appointed.
- (iii) A member of the Council may resign from the Council by tendering one month's notice in writing to the Government. The power to accept the resignation of a member shall vest in the Government.
- Removal of a member** 5- The Government may remove a member from office,
- (i) if he is of unsound mind and stands so declared by a competent court; or
- (ii) if he becomes bankrupt or insolvent or suspends payment to his creditors; or
- (iii) if he is convicted of any offence which is punishable under the Indian Penal Code (Act XLV of 1860), or
- (iv) if he absents himself from three consecutive meetings of the Council without taking leave from the Chairperson, and in any case from five consecutive meetings; or
- (v) Acquires such financial or other interest as is likely, in the opinion of the Government, to effect prejudicially his functions as a member.
- (vi) In case Government is not satisfied with the functioning of any nominated members, by giving one month's notice.
- Procedure to be followed by the Council in Discharge of its Functions** 6- The following procedure shall be followed by the council in the discharge of its functions:-
- (i) The Council shall meet at least once a month.
- (ii) At least seven days notice shall ordinarily be given for any meeting, However, in case of urgency a meeting may be called at such shorter notice as the Chairperson may consider sufficient.

- (iii) The Council may appoint/or engage the services of one or more experts in terms of section 26 of the Arbitration and Conciliation Act, 1996
- (iv) The Council, or a party to the dispute with the approval of the Council, may apply to the court under section 27 of the Arbitration and Conciliation Act, 1996 for assistance in taking evidence.
- (v) The reference/application of the aggrieved micro or small enterprise supplier shall contain full particulars of the supplier and its status, supplied goods or services, terms of payment, if any, agreed between the supplier and buyer, actual payment received with date, amount due and the interest duly calculated under section 16 of the Act, supported by an affidavit, with necessary court fee stamp affixed thereon. The Chairperson of the Council may require any petitioner to provide further particulars of the claim or any relevant documents in support of the claim as he may consider necessary for the purpose of the proceedings. If the petitioner fails or omits to do so within fifteen days of receipt of such communication or within such further time as the Chairperson may, for sufficient cause, allow, the Council may terminate the proceedings without prejudice to the right of the petitioner to make fresh reference, if he is otherwise entitled to do so. The petitioner shall also simultaneously send a copy of the reference to the buyer or buyers against whom the reference is directed.
- (vi) The reference/application shall be acknowledged forthwith if it is delivered at the office of the Council. Where the reference/application is received by registered post, its receipt shall be acknowledged on the same day. The Chairperson shall cause the buyer to furnish his detailed response to the reference within fifteen days of receipt of the reference by the buyer or within such further time not exceeding fifteen days, as he may, for sufficient cause, allow.
- (vii) On receipt of a reference under section 18 of the Act, the Chairperson of the Council shall cause the reference and the buyers response there to be

examined and, on being satisfied with the reference making a prima-facie case of delayed payment, cause the reference to be placed before the Council at its next immediate meeting for consideration. The Chairperson shall also ensure that each reference received within two weeks of the date of the last preceding meeting of the Council is examined and, if found in order, is placed for consideration of the Council at its next immediate meeting.

- (viii) The Council shall either itself conduct conciliation in each reference placed before it or seek the assistance of the any institute or centre providing alternate dispute resolution services by making a reference to such an institution or centre for conducting conciliation. The provisions of sections 65 to 81 of the Arbitration and Conciliation Act, 1996 shall apply to such a reference as if the conciliation was initiated under Part III of that Act.
- (ix) The Council or the Institute to which it has been referred for conciliation shall require the supplier and the buyer concerned to appear before it by issuing notices to both parties in this behalf. On the appearance of both parties, the Council or the Institute shall first make efforts to bring about conciliation between the buyer and the supplier. The Institute shall submit its report to the Council within fifteen days of reference from the Council or within such period as the Council may specify.
- (x) When such conciliation does not lead to settlement of the dispute, the Council shall either itself act as an Arbitrator for final settlement of the dispute or refer it to an institute for such arbitration, in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The supplier or the buyer may, either in person or through his lawyer registered with any court, present his case before the Council or the Institute during the arbitration proceedings. The Institute shall submit its report to the Council with in such time as the Council may stipulate.
- (xi) Any decision of the Council shall be made by a majority of its members present at the meeting of the Council. The Chairperson and at least two members shall form the quorum for meetings of the

Council.

- (xii) The Council shall make an Arbitral award in accordance with section 31 of the Arbitration and Conciliation Act 1996 and within the time specified in sub-section (5) of section 18 of the Act. The award shall be stamped in accordance with the relevant law in force. Copies of the award shall be made available within seven days of filing of any application.
- (xiii) The provisions of sections 15 to 23 of the Act shall have effect not with standing anything inconsistent there with contained in any other law for the time being in force.
- (xiv) The Chairperson or any other officer authorized by the Chairperson shall forward the proceedings of every meeting of the Council including annual progress report of the Council to the Member-Secretary of the Advisory Committee constituted under sub-section (3) of the section 7 of the Act.

By Order,

S. RAJU,  
Principal Secretary.



# सरकारी गजट, उत्तराखण्ड

## उत्तराखण्ड सरकार द्वारा प्रकाशित

रुड़की, शनिवार, दिनांक ११ दिसम्बर, २०१० ई० (अग्रहायण २०, १९३२ शक सम्वत्)

भाग १-क

नियम, कार्य-विधियां, आज्ञाएं, विज्ञप्तियां इत्यादि जिनको उत्तराखण्ड के राज्यपाल महोदय, विभिन्न विभागों के अध्यक्ष तथा राजस्व परिषद् ने जारी किया

**Office of the Director General Medical Health & F.W.  
(C.M.S.D. Section) Uttarakhand, Dehradun**

**Notification no. Equipment - 2/2010**

**Rate contract of Equipments**

*March 30, 2010*

**No. 15P/Store/Equip Pur/1/2009/7644**--In exercise of the power delegated in G.O No. 1271/XXVIII-5-2008-122/2002, dated 22.10.2009 & Uttarakhand Procurement Policy, 2008 no 177/XXXVII(7)/2008, dated 1.05.2008, the rate contract of equipments mentioned in Annexure 'B' is made with the firms mentioned in Annexure 'A' for supply in the state Government in Medical & Health Services Department for the period until the supply is satisfactorily completed in accordance with the aforesaid (only) for RC and **valid upto 29<sup>th</sup> March, 2011 of notification for the rate contract** until extnded by a special order, on the following terms & conditions --

- 1 The firms shall made supplies in manufacturers original packing as indicated in column-5 for name of make unless other wise stated. The supplying firms will be required to clearly mention on the table the name of the manufacturer.
- 2 The firms will have to give a written warranty to the effect that supplies confirm to the approved standard specification for the equipment as given in approved schedules and the goods/equip. are new and unused of the most recent or current models as per specifications having no defect arising from design materials or workmanship having no defect arising from design materials or workmanship or form any fact or emission of the supplier
- 3 Indenting officers are requested to make the 90% payment within 60 days after receipt of goods verifying the conditions of equipment unless they have valid reasons for with holding the same, in which case the circumstances under which the payment is with helded should be communicated to the Director General of Medical Health & F.W. Uttarakhand, Dehradun.
- 4 Indenting Officers may place order direct on the firms and copy to the manufacturing firms in case supplies are to be made through distributor along with a copy there of the this office.
- 5 Deductions from the bills if any should be made only after getting an explanation from the supplying firms about shortage or breakage within a month of receipt of goods from the supplying firms obtained. In no case goods should be accepted without verification where there any doubt has arisen or the packing is broken in case the consignment is insured auth. ities would be intimated immediately preferably through telegram followed by the supplier.
6. Indenting officers are advised to return the duty free excise passes to the supplying firms duly received and signed at the earliest after receipt of goods.

7. Where excise duty has been mentioned inclusively the firm will certify that excise duty claimed by them has actually been paid by them to Govt. Supplying firms will have to furnish a certificate along with the bill to the effect that excise duty claimed in the actual amount assessed by the Govt. of India and is levy able during the period it has been claimed, the supplier will also have to certify that the items on which the excise duty is being claimed by them are actually covered by the excise duty assessment
8. Every care has been taken to see that rates quoted and approved have been correctly notified in the notification but in case any discrepancy either in rates or in specification or any nature in other details, it will be the duty of the firm that they should intimate to the C.M.S.D. under registered cover latest within a month so that necessary action may be taken.
9. The firms while sending the bills will certify that the rates charged are applicable and have also been approved by the CMSD and in case of any default they are prepared to make adjustments.
10. The firms should also certify on the bills that the supplies are according to specifications AND THE MAKE APPROVED BY THE Director General Medical Health & F.W. Uttarakhand and are in accordance with the latest Rules & Regulations pertaining to that equipment to be use in the country.
11. The attention of the Indenting officers is drawn to the various lists of items published by the firms. It has been found that in some cases the firms include unapproved items in their lists of approved items. It's responsibility of the Indenting offices to consult the Gazette Notification before placing the actual order and see that the order for only approved items are places. Such cases of Misrepresentation should immediately be brought to the notice of Director General Medical Health & F.W. Uttarakhand (CMSD) Dehradun sending copy of the list printed, by the particular firms in case any firm is found of doing so, strict action will be taken against them and their names will be deleted from rate contract without any notice to them and in addition they may be debarred.
12. No Assistance will be provided for release of the raw material or procurement of Import License
13. The Director General Medical Health & F.W. Uttarakhand C.M.S.D. Dehradun reserves the right to call Tender for Quantity contract
14. It will be condition of the contract that although during the currency of the contract the price approved in this rate contract arrangement will remain firm but however in the event of price going down the contractor shall promptly furnish such information to enable this office to amend the contracted rates for supply at rate lower than the rate contract the attention of the firm is drawn to it
15. Any sum of money payable to the contractor including the security deposit returnable to them under this contract may be forfeited by Director General Medical Health & F.W. Uttarakhand Dehradun and set off against any claim of the Governor and payment of a sum of money arising out of or under any other contract made by contractor with the Governor.
16. Director General Medical Health & F.W. Uttarakhand Dehradun or his authorized representative may inspect the premises of the manufacturing units to assess and verify that the items quoted as own made are actually manufactured by them.
17. All supplies shall have to be made strictly conforming to approved specification in accordance with the latest approval.
18. If at any time during the said period of contract contractor reduces sale price of such stores or sells such stores to any other person at price lower than the price chargeable under the contract he shall forth with notify such reduction of sale to the Director General Medical Health & F.W. Uttarakhand Dehradun and the price payable under contract for the stores supplied at the price payable under contract for the stores supplied at the date of coming into force of such reduction of sale shall stand correspondingly reduced. The above stipulation will not however apply to
  - a. Exports by the contractor.
  - b. Sale of goods as original goods at a price lower than the price charged for normal replacement.
19. The contractor shall furnish to the Director General Medical Health & F.W. Uttarakhand Dehradun at intervals mentioned below
  - a. Within a month of commencement of the contract a certificate as to the rates prevailing of the commencement of the rates contract.
  - b. Within a month of expiry of every six month a certificate as to the rates prevailing during preceding six months.
  - c. And at the end of the rate contract within a month of expiry of the contract a certificate on the following form.



- I/We certify that the stores description identical to the are supplied to Government under the contract here in have not been sold by us to any other person after the commencement of the rate contract during the period of the **rate contract from 30<sup>th</sup> March, 2010 to 29<sup>th</sup> March, 2011** At a price lower then the price charged to the Government under the contract for the quantity except of under. Sub clause (A) & (B) of para 10 above
20. Supplies must be completed within time limit and started in order/issue of order (which ever is earlier) from the indenting officer. Under unavoidable circumstances in continuation of supply order, a further period of one month can be granted for execution of supply order an sale description of indenting officer failing which full information should be sent to this Directorate (CMSD) section to take necessary action against the firm.
  21. The Indenting as should give the supply order to the firm whose rates are lowest as mentioned in the enclosed Annexure 'A' if lowest quoting firm does not supply within state time from the date of issue of the order from indenting officer a further period can be extended us to four weeks if the firm apply for such extension before the expiry of stated time giving valid satisfactory reasons. In case of non supply the names of such defaulting firm should be intimated to Government CMSD Section of the Directorate by registered post so that the necessary action against the firm will be taken.
  22. Full payment shall be made on complete installation checking & on satisfactory performance receipt of goods its checking etc after 90 days from the date of installation & checking performance of goods by the indenting officers.
  23. In the event of the prices being gone down the contracting firm may please intimate the same to the Director General of Medical Health & Family Welfare Uttarakhand, Dehradun immediately for issuing necessary corrigendum in this regards and they will also charge the reduced rates from the Indenting officers of the state, In case such information is received from the contracting firm that they are selling items approved in their favour at the reduce rates either in open market or any where also. The Director General Health & F.W. Uttarakhand, Dehradun reserves the right to cancel the items of entire contract finalized with them and to debar the firm from further tendering
  24. In case supplies are found substandard for which part payment/full payment has been made the firm may be asked to replace them within the specified period this however shall not debar Indenting Officer of Director General Medical Health & F W Uttarakhand for action against the firm.  
In case firm fails to replace the material/equipment within the period specified by the Indenting Officer the firm shall refund the full payment received by them forth with irrespective of the fact that the supplied item may have been used for some time, they may in addition liable for action as per clause of the agreement.
  25. This contract shall exclusively be governed by the terms and conditions mentioned in this notification the relevant conditions mentioned in the tender notice CMSD tender form and relevant conditions mentioned in the agreement form (sent to the firm along with acceptance letter separately) and agreements agreed by the firm
  26. The Indenting Officers are advised to report the damages/defects noticed in supplies to suppliers for notification repair replacement as the case may be within sixty day of the receipt installation/performance on the material failing which it will be their own responsibility.
  27. In case of any complaint against the supplier for delay in supplies or defective supplies etc, the Indenting Officers are advised to report the matter to the Director General Medical Health & F.W Uttarakhand, Dehradun (CMSD Section) promptly for necessary action by registered post.
  28. Supplies will have to be made F.O.R. destination by road/ Railway station in Uttarakhand by goods train as shown in annexure 'A' for order of Rs. 1000/- and above.
  29. The Indenting Officers are requested to send the copy of the supply order to sales Tax and Income Tax authorities to enable them to keep watch on the payment of Taxes.
  30. A separate agreement regarding warranty/post warranty/CMC services will have to be signed by the supplier.
  31. In case of any legal Dispute the area of Jurisdiction will be Uttarakhand only.
  32. The Firm should deposit 10% of total cost of equipment/item as Performance Guarantee in the form of Bank Guarantee in favour of Indenting Officer valid upto 60 days after date of completion of performance obligation including warranty obligation.
  33. Paid Comprehensive Maintenance Contract (CMC) wherever applicable will have be paid yearly after the given period on the basis of previous performance of the firm in which minimum 3 mandatory visit is compulsory to produced at the time of claim along with the 10% of Performance Guarantee of total contract value.

**ANNEXURE 'A'****Equipment - 2/2010**

Enclosure of Notification No 15P/Store/Equip Pur/1/2009/7644 Dated 30 03 2010

**Subject : Rate contract arrangement of equipment for the period from 30.03.2010 to 29.03.2011.**

S no.	Name of Firm	Telephone no.	F O R Destination
1	M/s Relief Surgical & Medical Equipment D-9, Janpath Shopping Complex, Chakrata road, Dehradun, Uttarakhand	0135- 6451102 Tele fax 0135 - 2715364 9837019698	-do-
2	M/s SSMS (I) Pvt Ltd F-2 Industrial Area, Bhimtal Nainital 263136	05942-248138,247945 Fax no 05942- 248138	-do-
3	M/s Samiksha E- 11, Nehru Colony Dehradun.	Fax no 0135 - 2668018	-do-
4	M/s Puri Surgical & Vety Inct Mfg Industries Subhash nagar, P.O. Manas nagar, Lucknow 226 023	0522- 2471263/66 Fax no 0522- 2471263	-do-
5	M/s Balaji Enterprises Bimal Niketan, Naranpuri, Saharanpur, U.P.	0132- 2726351, 2722715 9219910829 Fax no 0132- 2660861	-do-
6	M/s Uttaranchal Industries 811, Azad nagar, Roorkee Haridwar, Uttarakhand	01332- 262042 9897780080	-do-

## SCHEDULE 'A'

SN. Description of Goods	Name of Manufacturing firm	Model/ make	Rates Exclusive of all taxes and duties	VAT	CST/ Excise Duty/ SST	Unit Price (in Rs.)	4 year CMC after 3 year warranty	Total Amount (in Rs) inc of all taxes & duties F O R destination	Remarks
<p><b>Instrument Sterilizer electric (big)</b></p> <p>1. Confirming to IS 5022 1989 with latest amendments</p> <p>2. Electrically heated boiler, disinfections by boiling in antiseptic solution of surgical instruments, syringe/glass &amp; china ware</p> <p>3. Fully automatic temperature control by thermostat</p> <p>4. Single lever fitted of lid and tray.</p> <p>5. Stainless steel construction The whole body and all the accessories should be SS</p> <p>6. Complete with safety cable, plug &amp; socket and perforated try.</p> <p>7. Unit filled with heat resistant wiring and thermal cut off</p> <p>8. All handles and grips shall be insulated</p> <p>9. Fitted with drain out connection</p> <p>10. Power supply 220-240 VAC, 50 Hz</p> <p>11. Size - 610 mm (length)x 230mm (width) x170mm(depth)</p> <p>12. In addition to other instruments, the sterilizer shall also accommodate cheattle forceps.</p> <p>13. Equipment must conform to relevant Electrical, safety and general standard for Medical equipment as per IS 8607.</p>	M/s SSMS (I) Pvt Ltd		2790 00	111 00		2901 00	1 <sup>st</sup> yr 56 00 2 <sup>nd</sup> yr 84 00 3 <sup>rd</sup> yr 112 00 4 <sup>th</sup> yr 139 00 391 00	2901 00 + 391 00 CMC = 3292 00	L1



## SCHEDULE 'A'

S N	Description of Goods	Name of Manufacturing firm	Model/ make	Rates Exclusive of all taxes and duties	VAT	CST/ Excise Duty/ SST	Unit Price (in Rs)	4 year CMC after 3 year warranty	Total Amount (in Rs) Inc of all taxes & duties F.O.R destination	Remarks
	<b>PATIENT EXAMINATION COUCH</b>  <b>Minimum overall dimension</b> 1. Overall size 6 5feet L x 2feet W x 25 inch H Backrest size 450mm L x 500mm W  <b>Construction</b> 2 Couch should have gas spring assembly adjustable backrest with upholstered top 3 Upper section with three drawers lower section has three cabinets with three doors, swinging tray for BP Apparatus  <b>Finish</b> 1 Table top should be made with SS 2 The top should be minimum 25mm SS sheet 3 All M S components should be epoxy coated 50 microns 4 Conforming to BIS standards 4033 or equivalent	M/s Uitarancha Industries	osimum	5474 00	684 00	-	6,158.00	-	6,158 00	L1





## SCHEDULE 'A'

Sl. No. Description of Goods	Name of Manufacturing firm	Model/Make	Rates Exclusive of all taxes and duties	VAT	CST/Excise Duty/SST	Unit Price (INR/s)	4 year CMC after 3 year warranty	Total Amount (in Rs) Inc. of all taxes & duties F O R destination	Remarks
<b>OFFICE TABLE (Big)</b>  1 Height should be 30" 2 In the right side there should be 3 drawers unit and one box unit in the left side 3 Tubular frame 25mm diameter gauge with a cross bar for foot rest. 4 The drawers and the box should be independently lockable 5 Should provide three set of keys 6 The table top size 5'X 3' 7 The table top should be minimum 10mm thick with pre laminated high quality water proof board 8 Table should be stand on four nylon casters 9 All other parts should be chemically treated and epoxy powder coated with minimum 50 microns 10 Conforming to ISO/ BIS standards 4000 or equivalent	M/s Uttaranchal Industries	osmium	2374 00	297 00		2374 00		2671 00	L1



**SCHEDULE 'A'**

[illegible]

## SCHEDULE 'A'

SN. Description of Goods	Name of Manufacturing firm	Model/make	Rates exclusive of all taxes and duties	VAT	CST/Excise Duty/SST	Unit Price (in Rs)	4 year CMC after 3 year warranty	Total Amount (in Rs) inc of all taxes & duties F.O R destination	Remarks
<p><b>I.V STAND</b></p> <p>1. Adjustable form (1524mm) central stand 18 gauge ERW 1" (25MM) 4 winged base each wing having a length of (228 mm +/- 5mm) Base of 2"x" 5x10" gauge rectangular tube on 3" (76mm) nylon castor wheels.</p> <p>2. A telescope 1/2" (13mm) Dia S.S. rod with double hooks and a "T" type position bakelite knob for holding same in position Epoxy power coated in white color with minimum 50 microns</p> <p>3. The full parts of the stand should be proof</p> <p>4. The above product should conform to applicable ISI standard in respect of materials welding process, test and performance</p> <p>5. The equipment should confirm SC 9000 Series/ISI/ BIS Certification</p>	M/s Uttaranchal Industries	osimum	594 00	74 00		668 00		668 00	L1

S N	Description of Goods	Name of Manufacturing firm	Model/ make	Rates Exclusive of all taxes and duties	CST/ Excise Duty/ST	Unit Price (in Rs.)	4 year CMC after 3 year warranty	Total Amount (in Rs) Inc of all taxes & duties FOR destination	Remarks
	<p><b>SEMI FOWLER BED</b></p> <p>Minimum overall Dimension 2'5" x 3'0" x 950+/-5 mm (W) x 100+/-5 mm (H), with Mattress Size</p> <p><b>Construction:</b></p> <p>A) Mattress plate form This should comply with the following requirements Top of the bed should be uniformly comply with minimum following requirements Top of the bed should be uniformly perforated min 18 G thickness CRCA sheet in two section Backrest section should be adjusted by screw mechanism. Backrest and sheet top should be welded to the U bend outer tube. Backrest section should be welded with rectangular tube for screw back support. The secondary section should be double bent width wise &amp; lengthwise on all four weepers and welded to the main frame B) Plate form should be supported by horizontal rectangular tubes (4 minimum)</p> <p>B) The main frame, which supports the bottom section, should be frame from rectangular tubular welded construction. Legs should be of tubular welded construction. It should have two vertical upright welded with horizontal support. Top of the upright support should be welded with angle bracket. Leg should be fitted to the under side of the bed frame. Thrust bearing should be fitted to prevent wear and tear of screw mechanism and allow mechanism to rotate freely</p> <p>C) The material used should be of minimum following specification frame should be of ERW min 60 mm x 16 G and 40 mm x 22 G (min 18 G thickness) rectangular tubes. Min 31.75 mm (18 G ERW) tube for legs. Stainless steel min 31.75 mm x 18 G tube for head leg and bows Backrest section with 25.4 mm x 14 G tube and min thickness CRCA steel sheet. Leg rest section with min 25.4 mm x 18 G min 18 G thickness CRCA sheet</p> <p>3. <b>Saline Rod</b>- Stainless steel telescopic saline rod of min 12 mm Dia should be adjustable in stainless steel tubular section and should be locked with knob inside it should be quoted in optional</p> <p>4. <b>Mattress</b>-10 cm thick mattress. Fully covered with quality leather foam and should be stain free</p> <p>5. <b>Finish</b> - All M.S. component should be electro coated at least 50 micron</p> <p>6. Should provide Waterproof rubber mattress thickness of minimum 50mm thickness</p> <p>7. Should provide with mattress of leather cover 50mm thickness, brown in colour, with zip at one end</p> <p>8. Should provide with pillows with double cover material 600gms per pillow zip on one side and the filling material 600gms per pillow</p> <p>9. Conforming to ISO/ BIS standards 9003 or equivalent.</p>	M/s Uttaranchal Industries	Osmum	4994.00	52400	5618.00	-	5,618.00	L 1

## SCHEDULE 'A'

S N	Description of Goods	Name of Manufacturing firm	Model /make	Rates Exclusive of all taxes and duties	VAT	CST/ Excise Duty/ SST	Unit Price (in Rs.)	4 year CMC after 3 year warranty	Total Amount (in Rs) Inc of all taxes & duties F O R destination	Remarks
	<p><b>RADIANT HEAT WARMER (Open Cx's System)</b></p> <p><b>Technical Specification</b></p> <p>The unit should be fully micro computerized system</p> <p>The unit should have Large bright displays to monitor and for viewing from a distance</p> <p>The unit should have Double digital display system provided to measure the infant temperature and to set the required temperature.</p> <p>The unit should have Feather touch keys provided for easy operation</p> <p>The unit should have Bar graph LED system provided to indicate the heater output</p> <p>There should be provision for Manual control system</p> <p>The unit should have Fault indications with alarm for Baby probe failure, temperature high, temperature low, high temperature, power failure</p> <p>Baby probe is made of highly sensitive sensor and is interchangeable, field calibration taken care of by software. The probe is made up of silicon sheathed cable, which allows easy cleaning</p> <p>The large baby tray should be made of stainless steel frame with three side acrylic collapsible walls, trendelenburg &amp; Fowler system provided, floor of body basinnet should be transparent under surface phototherapy</p> <p>There should be provision for a halogen based observation light</p> <p>The Single element Should be ceramic heater (SI/CE FCA or Equivalent Approved) placed in a parabolic reflector</p> <p>There should be provision for keeping oxygen cylinder using under surface phototherapy.</p> <p>The unit should provide with IV stand</p> <p>The unit should provide monitor tray</p> <p><b>Physical parameters:</b></p> <p>Mattress - Length 700mm, Width 500mm, Thickness 50mm</p> <p>Working level from ground 1020mm</p> <p>Baby tray is tilt angle on either side +/- 8 deg max.</p> <p>Castors - 100mm with 2 brake wheels and 2 non brake wheels</p> <p><b>Recommended Environmental specifications.</b></p> <p>Temperature range - 20 deg C to 33 deg C</p> <p>Storage temperature range - 25 deg C to 60 deg C</p> <p>Operating humidity range 0-100% RH</p> <p><b>Skin temperature probe:</b></p> <p>Range 28 deg C to 38 deg C Accuracy +/- 0.2 deg C within range</p> <p>Resolution 0.1 deg C Probe interchangeability +/- 0.2 deg C (Servo)</p> <p>Heater output controllable from 0 to 100% in manual mode (continuously variable)</p> <p><b>Observation Light</b></p> <p>Halogen based power requirement - 12V, 50W</p> <p><b>Electrical specification:</b></p> <p>Electrical supply - 220V - 240VAC 50Hz</p> <p>The heater power consumption at max 750W</p> <p><b>Electrical safety</b></p> <p>As per IEC-60601-1-2 for medical equipments</p> <p>The unit should confirm to BIS/ISI/ISO/EN/CE or equivalent.</p>	M/s Balaji	Basli	27434 00	1097 00	-	25531 00	1 <sup>st</sup> yr 571 00 2 <sup>nd</sup> yr 856 00 3 <sup>rd</sup> yr 1141 00 4 <sup>th</sup> yr 1427 00 3995 00	25531.00 + 3995.00 CMC = 32,526.00	L1

## SCHEDULE 'A'

S/N	Description of Goods	Model /make	Rates Exclusive of taxes and duties	VAT/ SST	CST/ Excise Duty	Unit Price (in Rs )	4 year CMC after 3 year warranty	Total Amount (in Rs) Inc. of all taxes & duties F.O.R. destination.	Remarks
	<b>AUTOClave VERTICLE</b>								
1	Inner Chamber size 400x600mm with steam jacket electrically heated.								
2	Inner chamber & lid made of stainless steel								
3	Should have automatic pressure control switch safety valve etc								
4	Should have heavy gauge Chamber of stainless steel, fitted with stainless steel ring and lid.								
5	Should have two safety valve of stainless steel.								
6	Should have pressure gauge								
7	Should have water outlet valve and air inlet valve								
8	Should have stainless steel steam condenser, tube with stainless steel eject valve.								
9	Should have steam generator of stainless steel heavy gauge fitted with pressure gauge and water draining valve								
10	Should have outer cover of stainless steel.								
11	Should comply with recommended ISI standards for quality & safety.								
12.	Should work on 3 phase A/C 440V, 50 Hz.								
13	The unit should confirm to BIS/ISI/ISO/FDA, CE or equivalent								
			49500.00	-	1980.00	51480.00	2475.00 3465.00 4455.00 4950.00 15345.00	51480.00 + 15345.00 CMC = 66,825.00	L1

## SCHEDULE 'A'

S N	Description of Goods	Name of Manufacturing firm	Model/ make	Rates Exclusive of all taxes and duties	VAT	CST/ Excise Duty/ SST	Unit Price (in Rs.)	4 year CMC after 3 year warranty	Total Amount (in Rs) inc of all taxes & duties F.O.R. destination	Remarks
	<b>ICU Bed</b>	M/s Relief Surgical	United Surgical	72500 00	2900 00	-	75400 00	1 <sup>st</sup> yr 2000 00 2 <sup>nd</sup> yr 3000 00 3 <sup>rd</sup> yr 4000 00 4 <sup>th</sup> yr 5000 00 14000 00 + 1442 00 Ser tax = 15442 00	75400.00 + 15442.00 CMC = 90,842.00	L1
1	Bed size 2060 (L) x 910 (W) x 600 (H) mm									
2	Mattress size 1980 (L) x 830mm width thickness 10 cm									
3	Hi- Lo hospital bed with X-ray translucent backrest Drop side stainless steel railings All positions motorized operated with wired remote control Four section top, with three sections perforated of SS 16 gauge Stainless steel tubular removable laminated panels Trolley type based on 12 5cm castors with double action central locking system. Corner buffers, Mattress guards Powder epoxy finish									
4	Height adjustment 60 cm to 80cm									
5	Trendelenburg and reverse position up to +/- 10 degree									
6	Head raise up to 80 degree									
7	Knee fold raise up to 35 degree									
8	Location for lifting pole									
9	Four locations for IV rod with one saline rod									
10	Location for neck & foot traction assemblies									
11	Location for mosquito net poles									
12	Performance test under Load of 300 kg									
13	Equipment should confirm applicable ISO/ISI/BIS standard in respect of materials, welding, test and performance									
14	Should provide with mattress of leather foam, water proof brown in colour, with zip at one end									
15	Should provide with pillows with double cover inner cotton, outer covered with rexine with zip on one side and the filling material 600gms polygel									

C. P. ARYA,  
Director General.

**OFFICE OF THE DIRECTOR GENERAL MEDICAL HEALTH & FAMILY  
WELFARE (C.M.S.D. SECTION ) UTTRAKHAND DEHRADUN.**

**Notification no. 9(M)  
Rate Contract of Ordinary Medicines**

October 14, 2010

**No. 15P/Store/1/2010/28969**--In exercise of the power delegated in G.O No 1284/XXVIII-5-/2008-24/2003, Medical Section-5, dated 28.10.2009 the Rate contract of medicine mentioned in Annexure 'B' is made with the firms mentioned in Annexure 'A' for the supply in the State Government in Medical & Health services Department for the period ending on the following terms and conditions .--

- 1- The firms shall made supplies in manufactures original packing as indicated in column-5 for name of makes unless other wise stated. The supplying firms will be required to clearly mention on the lable the name of the manufacturer.
- 2- The firms will have to give a written warranty in accordance with drugs Act 1940 Rule 19 Para-3(8) to the effect that supplies confirm to the approved standard prescribed in the Drugs rule 1940 enforced and as given in this notifications
- 3- Indenting Officers are requested to make the 90% payment positively with in one month from the date of receipt of goods unless they have valid reasons for with holding the same in which case the circumstances under which the payment is withheld should be communicated to the Director General of Medical Health F.W. Uttarakhand Dehradun. Remaining 10% payment will be released after getting satisfactory report of the drug/Medicine from analytical Laboratory.
- 4- Indenting Officers may place order direct on these firms and copy to the manufacturing firms in case supplies are to be made through distributor along with a copy there of to this office
- 5- Deductions from the bills if any should be made only after getting an explanation from the supplying firms. Shortage and or breakage must be reported within fourteen days from the date of receipt of goods from the supplying firms, also firms may not be responsible where there is any doubt about the contents, of the packets are found broken, indenting officers must take open delivery and certificate from the Railway about this may be obtained. In no case goods should be accepted without open delivery where there any doubt has arisen or the packing is broken in case the consignment is insured authorities would be intimated immediately preferably through telegram followed by regular letter
- 6- The supplying firm will Emboss/Print U K G. on each tablet, capsules except sugar coated /film coated tablet as well as below 40 mg tablet /Capsules. UKG as the case may be /will be printed on each lable of the Bottle/Vials/Strips/Boxes or Cortons etc. No supplies should be accepted if such embossing & Printing is not done on the supplies
- 7- The Indenting Officers are advised to return the duty free excise passes to the supplying firms duly received and signed at the earliest after receipt of goods
- 8- Excise duty has been mentioned inclusively. The firm will certify that excise duty claimed by them has actually been paid by them to Govt. Supplying firms will have to furnish a certificated along with the bill to the affect that excise duty claimed in the actual amount assessed by the Govt of India and is levyable during the period it has been claimed. The supplier will also have to certify that the items on which the excise duty is being claimed by them are actually covered by the excise duty assesment.
- 9- Every care has been taken to see that rates quoted and approved have been correctly notified in the Notification but in case of any discrepancy either in rates or in specification or any nature in other details, it will be the duty of the firm that they should intimate to the C M S.D under registered cover latest within a month so that necessary action may be taken.
- 10- The firms while sending the bills will certify that the rates charged are applicable and have also been approved by the CMSD and in case of any default they are prepared to make adjustments
- 11- The firms should also certify on the bills that the supplies are according to specification and the makes approved by the Director General Medical Health & F.W. Uttarakhand and are in accordance with the latest DRUG ACT
- 12- The attention of the Indenting Officers is drawn to the various lists of items published by the firms. It has been found that in some cases the firms includes unapproved items in their lists of approved items. It is responsibility of the Indenting Officers to consult the Gazette Notification before placing the actual order and see that the order for only approved items are placed. Such cases of misrepresentation should immediately be brought to the notice of Director general of Medical

- Health & F.W. Uttarakhand (CMSD) Dehradun sending copy of the list printed, by the particular firms. In case any firms is found doing so, Strict action will be taken against them and their names will be deleted from Rate Contract without any notice to them and in addition they may be debarred.
- 13- No Assistance will be provided for release of the raw material or procurement of import licence.
- 14- The Director General Medical Health & F.W. Uttarakhand CMSD Dehradun reserves the right to call Tender for Quantity Contract or paralled Rate contract and also to Finalise them at any time during the period of the rate contract .
- 15- It will be condition of the contract that although during the currency of the contract the price approved in this rate Contract arrangement will remain firm but however in the event of prices going down the contractor will promptly furnish such information to enable this office to amend the contracted rates for supplies at Rate lower then the rate contract, the attention of the firm is drawn to it.
- 16- Any sum of money payable to the contractor including the security deposits returnable to them under this contract may be for fited by the director General Medical Health & F.W. Uttarakhand Dehradun and set of against any claim of the Governor and payment of a sum of money arising cut of or under any other contract made by contractor with the Governor .
- 17- Director General Medical Health & F.W.Uttarakhand Dehradun or his authorized representative may inspect the premies of the manufacturing units to assess and verify that the item quoted as own made are actually manufactured by them.
- 18- All supplies shall have to be made strictly confirming to approved specification in accordance with the latest drug Act and Drug Act 1940.
- 19- If at any time during the said period of contract contractor reduces the sale price of such stores os sells such stores to any other person at price lower than the price chargable under the contract he shall for with notify such reduction of sale to the Director General Medical Health &F.W. Uttarakhand Dehradun and the price payable under contract for the stores supplied at the date of coming into fores of such reduction of sale shall stand correspondingly reduce .The above stipulation will not however apply
- Exports by the Contractor .
  - Sale of goods as original goods at a price lower than the price charged for normal replacement .
- 20- The contractor shall furnish to the Director General Medical Health & F.W. Uttarakhand Dehradun at intervals mentioned below :-
- Within a month of commencement of the contract a certificate as to the rates prevailing of the commencement of the rate contract.
  - Within a month of expiry every of six month a certificate as to the rates prevalling during proceeding six Month.
  - And at the end of the rate contract within a month of expiry of the contract a certificate on the Following form :-
- I/We certify that the stores description indential to the stores supplied to Government under the contract herein have not been sold by us to any other person after the commencement of the Rate Contract during the period of the rate contract from----- to ----- at a price lower then the price charged to the Government under the contract for the quantity of under sub clause (A)&(B) of para 19 above .
- 21- Supplies must be completed within six weeks from the date of issue of the order from the Indenting Officers. Under unavoidable circumstances in continuation of supply order, a further period of one month can be granted for execution of supply order. Failing which full information should be sent to this Directorate (CMSD) section to take necessary action against the firm.
- 22- The Indenting Officers should give the supply order to the firm whose rates are lowest as mentioned in the enclosed annexure:
- If lowest quoting firm does not supply within six weeks time from the date of issue of the order from indenting officer a further period can be extended up to four weeks if the firm apply for such extension before the expiry of six weeks time giving valid satisfactory reasons, In case of non supply the names of such defaulting firms should be intimated to Government (CMSD)section of the Directorate by registered post so that the necessary action against the firm will be taken.
- 23- All supplies shall be made as per IP/ BP or USP/ BPC whenever this has been Omitted due to printing error wise it shall be or other as per IP and in its absence BP taken for all purpose that supplies are to make as per IP.



- 24- Director General Medical Health & F.W. Uttarakhand Dehradun authorises the Drug controller of the state his success hair to presecute and take suitable action against firms defaulting as per drug act or per terms of contract .
- 25- 90% payment shall be made on receipt of goods its checking etc .But in no case later this thirty days from the date of receipt of goods by the Indenting Officers .
- 26- During the pendency of contract if the license is withdrawn or any other action is taken by Drug Controller or his agent etc. the contract shall automatically come to a close with the firm. Against whom the action is being taken , firms shall see that they have valid drug license for the products approved in their favour and which they may supply during its pendency else they themselves shall be responsible for the same .
- 27- Firms shall give manufacturing license number batch number .date of manufacturing formula and expiry date where applicable .In the case the date of expiry items supply shall be made from fresh batches and expiry must not be less than 18 months and drugs supplies shall be strictly according to the drug approved .
- 28- In the event of the prices being gone down the contracting firm may please intimate the same to the Director General Medical of Health services Uttarakhand Dehradun immediately for issuing necessary corrigendum in this regards and they will also charge the reduced rates from the Indenting Officers of the state . In case such information is received from the contracting firm that they are selling items approved in their favour at reduce rates either in open market or any where else . The Director General Medical Health & F.W. Uttarakhand Dehradun reserves the right to cancel the items of entire contract Finalised with them and to debar the firm from further tendering .
- 29- The drugs supplies by the firm are strictly under warranty / condition given below.  
We name of the firm,being resident of the Indian republic carrying business at ..... under the (Name of the firm) do hereby give the warranty that the goods here under specified and Contained in this bill of sale invoice bill of lading or other document describing the goods referred to here in do not contravene any way the provisions of section 18 of the Drug Act 1940 .
- 30- Sample drawn from the supplies made by the firm may be got tasted by the Director General Medical Health & F.W. Uttarakhand Dehradun or Drug Controller of Uttarakhand or his staff shall be tasted by the public analyst to the Govt. of U.P. or any other agency authorized to do so by Director General Medical Health & F.W. Uttarakhand Dehradun and its finding shall be final and binding of both the parties . In case the drug is found to be substandard the testing fee shall be borne by the firm concerned .
- 31- In case supplies are found substandard for which part payment /full payment has been made the firm may be asked to replace them within the specified period this however shall not debar Indenting Officers or Director General Medical Health & F.W. Uttarakhand Drug Controller of Uttarakhand for action against the firm . In case firm to replace the drug within the period specified by the Indenting Officers the firm shall refund the full payment received by them forth with irrespective of the fact that the part of the supplied item may have been consumed .They may in addition liable for action as per clause of the agreement .
- 32- This contract shall exclusively be governed by the terms and conditions mentioned in this notification the relevant conditions mentioned in the tender notice CMSD tender form and relevant conditions mentioned in the agreement form (sent to the firm along with acceptance letter separately )
- 33- The Indenting Officers are advised to report the damages /defects notice in supplies to suppliers for notification repair replacement as the case may be within fifteen days of the receipt / of the material failing which it will be their own responsibility.
- 34- In case of any complaint against the supplier for delay in supplies or defective supplies etc. The Indenting Officers are advised to report the matter under registered post to the Director General Medical Health & F.W. Uttarakhand Dehradun (CMSD ) Section promptly for necessary action by registered post.
- 35- Supplies will have to be made F.O.R. destination by road or railway station in Uttarakhand by goods train as shown in Annexure (A) for order of Rs. 1000/- and above.
- 36- The Indenting Officers are requested to send the copy of the supply order to sales Tax and Income tax Authorities to enable them to keep watch on the payment of taxes .
- 37- In case of any legal dispute the area of Jurisdiction will be Uttarakhand only .
- 38- All the Drawing & disbursing Officers are instructed to send the indents directly to manufacturers and the payments by them shall be made through cheque or demand draft in the name of company only

**ANNEXURE 'A'**

Enclosure of Notification no. 15P/Store/1/2010/ 28969

Dated 14-10-2010

Subject – Rate contract Arrangement of Ordinary Medicine for the period from 14-10-2010 to 13-10-2011

S.no.	Name of firm	Phone no./fax no.	F.O.R. Destination
1	M/s Axa Parenteral Ltd Axa house, village Kishanpur Jamalpur Roorkee 247667, Uttarakhand	01332-234041, 234042 Fax no. 01332-234040	F.O.R. Destination
2	M/s Agron Remedies Pvt. Ltd Opp Naveen Anas Mandi, Moradabad road, Kashipur 244713 Uttarakhand.	05947- 272639/275279 Fax no. 05947- 274929	-do-
3	M/s Brooks lab ltd village Kishanpura Nalagarh Baddi road Baddi- Himachal Pradesh	01795- 320454 Fax no. 01795- 236939	-do-
4	M/s Ind Swift ltd 781, Industrial area Phase II Chandigarh 160002	0172- 2638781, 4680800 Fax no. 0172- 2652242/ 2655406	-do-
5	M/s Laborate Pharmaceutical India ltd Regd office E 11, Industrial area Panipat 132103,	0180-4092200, 2650072 Fax no. 0180- 2651072	-do-
6	M/s Nirma limited Nirma house, Ashram road Ahmedabad	02715-248001-06 Fax no. 02715-248001	-do-
7	M/s Omega biotech ltd 7 <sup>th</sup> Mile Stone village- Saliyar Dehradun road, Roorkee 247667 Uttarakhand	01332-269244/269370 Fax no. 01332-264544	-do-
8	M/s Parenteral Drugs (I) ltd Shree Ganesh Chambers AB road, Navlakha crossing Indore 452001, M.P.	0731-3917835-837 Fax no. 0731-2401307, 2401052	-do-
9	M/s Poddar Pharma Pvt. Ltd E 35, Industrial area Hardwar 249 401 Uttarakhand	01334-222026/227975 Fax no. 01334-224038	-do-

**NOTIFICATION NO. 9(M)****ANNEXURE 'B'**Enclosure of Notification no. 15P/Store/1/2010/ **28969**Dated **14** -10 -2010List of Ordinary Medicine Drugs approved in Rate contract for the period **14** -10-2010 to **13**-10-2011

Contract approved in Rate contract for the period 14 -10-2010 to 13-10-2011						
S.N	Name of medicine	Name of firm	Packing unit offered	Total cost Inclusive of all taxes & duties (in Rs)	Preference	
				CMS D D.D UN	F.O.R destination	
1.	Each ml contain Inj ketamine (as HCL) 50mg/ml I.P.	M/s Laborate Pharma	10 ml		21.98	L1
2.	Inj. contains Lignocaine Hcl 2%	M/s Laborate Pharma	30ml	-	5.39	L1
3.	Each ml contain Inj Tramadol Hcl 50 mg	M/s Ind Swift ltd	2 ml	-	1.10	L1
4.	Each tablet contain Aceclofenac I.P. 100mg	M/s Omega biotech	10's tab	-	2.15	L1
5.	Each tab contain Prednisolone IP 5 mg	M/s Omega biotech	10's tab	-	2.71	L1
6.	Inj. Piperacilline 4G +Tazobectum 0.5G	M/s Brooks lab	1 vial	-	82.10	L1
7.	Each Cap contain Chloramphenicol IP 250mg	M/s Agron Remedies	10's cap	-	6.76	L1
8.	Each Tab contain Cefixime 200mg	M/s Omega biotech	10's tab	-	32.45	L1
9.	Each 5 ml contain Cefixime 50mg	M/s Omega biotech	30ml	-	8.98	L1
10.	Each Tab contain Atenolol IP 50mg	M/s Ind Swift ltd	10's tab	-	1.47	L1
11.	Each Tab contain Losartan Potassium 50mg	M/s Ind Swift ltd	10's tab	-	3.54	L1
12.	Each Tab contain Enalapril 5mg	M/s Agron Remedies	10's tab	-	0.84	L1
13.	Each Tab contain Amlodipine Besylate 5mg	M/s Poddar Pharma	10's tab	-	1.19	L1
14.	Skin cream contains Miconazole IP 2%	M/s Omega biotech	15 G	-	3.79	L1
15.	Skin Oint contain Clobetasol Propionate IP 0.05 %	M/s Agron Remedies	15 G	-	4.68	L1
16.	Each tab contain Levocetirizine 10 mg	M/s Agron Remedies	10's tab	-	1.06	L1
17.	Each tab/cap contain Pantaprazole 20 mg	M/s Omega biotech	10's tab	-	2.48	L1
18.	Gel contain Alluminium hydroxide + Magnesium chloride+ Simethicone gel	M/s Agron Remedies	200 ml	-	9.10	L1
19.	Each ml Inj contains Metoclopramide 5mg	M/s Ind Swift ltd	2ml	-	0.89	L1
20.	Each Tab contain Hyoscine Butyl Bromide 10mg	M/s Laborate Pharma	10's tab	-	10.94	L1
21.	Each Tab contain Glimperide 2mg	M/s Poddar Pharma	10's tab	-	1.09	L1
22.	Each tab contain Pioglitazone 15mg	M/s Ind Swift ltd	10's tab	-	2.02	L1
23.	Each Tab contain Metformin Hcl 500 mg	M/s Parenteral drug	10's tab	-	1.68	L1
24.	Each Tab contain Ergometrine 0.125 mg Methydl.	M/s Agron Remedies	10's tab	-	4.94	L1
25.	Inj. each ml contain Ergometrine 0.2mg/ml	M/s Poddar Pharma	10's tab	-	4.94	L1
26.	Each Tab contain Alprazolam 0.25mg	M/s Laborate Pharma	2ml	-	1.90	L1
		M/s Ind Swift	10's tab	0.54	0.54	L1
27.	Each Tab contain Salbutamol 4mg	M/s Agron Remedies	10's tab	-	0.73	L1
28.	Each Tab contain Risperidone 2mg	M/s Agron Remedies	10's tab	-	1.82	L1
29.	Each 100 ml contains 5% Dextrose	M/s Axa Parenteral	500 ml	-	9.34	L1
30.	Each 100 ml contains 10% Dextrose	M/s Parenteral drug	500 ml	-	10.03	L1
31.	Each 100 ml contains 5% dextrose & sodium chloride 0.9%	M/s Parenteral drug	500 ml	-	9.02	L1
32.	Each 100 ml contains sodium chloride 0.9%	M/s Axa Parenteral	500ml	-	9.34	L1
33.	Each 100 ml contains compound sodium lactate	M/s Parenteral drug	500 ml	-	9.25	L1
34.	Each 100 ml contains Paediatric maintenance sol.	M/s Axa Parenteral	500 ml	-	11.60	L1
35.	Water for injection	M/s Nirma Ltd	5ml	-	0.73	L1
36.	Sterilized disposable syringe with needle IS-10258-2002, 2 ml	M/s Nirma Ltd	2 ml	-	1.04	L1
37.	Sterilized disposable syringe with needle IS-10258-2002, 5 ml	M/s Nirma Ltd	5 ml	-	1.21	L1
38.	Sterilized disposable syringe with needle IS-10258-2002, 10 ml	M/s Nirma Ltd	10 ml	-	1.77	L1

H.C. BHATT,  
Director General.पी०एस०यू० (आर०ई०) 50 हिन्दी गजट/579-भाग 1-क-2010 (कम्प्यूटर/रीजियो)।  
मुद्रक एवम् प्रकाशक-संयुक्त निदेशक, राजकीय मुद्रणालय, उत्तराखण्ड, रुड़की।